

QUAY COUNTY GOVERNMENT
300 South Third Street
P.O. Box 1246
Tucumcari, NM 88401
Phone: (575) 461-2112
Fax: (575) 461-6208

AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
AUGUST 12, 2019

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session July 22, 2019

Approval/Amendment of Agenda

Public Hearing

Franklin McCasland, Quay County Commission Chairman

- **Quay County Infrastructure/Capital Improvement Plan (ICIP)**

Public Hearing Adjourned

Public Comment

Ongoing Business

New Business

- I. C. Renee Hayoz, Presbyterian Medical Services, Administrator**
 - Presentation of **Monthly RPHCA Reports**
- II. Ellen White, Quay County Clerk**
 - Request Approval of **Air Park at Ute Lake Final Plat**
- III. Lucas Bugg, Quay County Fire Marshall**
 - Request Approval of **Midwest Fire Purchase Agreement - Conservancy Fire District #2**
- IV. Daniel Zamora, Quay County Emergency Management Coordinator**
 - Request Approval of an **EMPG Grant Agreement**
- V. Larry Moore, Quay County Road Superintendent**
 - **Road Update**



DOC HCM-00471

08/26/2019 01:10 PM Doc Type: COCOM

Fee: (No FieldTag Finance TotalFees found)

Quay County, NM Ellen White - County Clerk, County Clerk

Pages: 40



VI. Cheryl Simpson, Quay County Finance Director

- Request Approval of the NM Department of Health Memorandum of Agreement
- Correspondence

VII. Request Approval of Accounts Payable

VIII. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners

Adjourn

Lunch-Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

August 12, 2019

9:00 A.M.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 12th day of August, 2019 at 9:00 a.m. in the Quay County Commission Chambers, Tucumcari, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Franklin McCasland, Chairman
Mike Cherry, Member
Ellen L. White, County Clerk

ABSENT:

Sue Dowell, Member
Richard Primrose, County Manager

OTHERS PRESENT:

Lucas Bugg, Quay County Fire Marshal
Larry Moore, Quay County Road Superintendent
Darla Munsell, Quay County CDBG Coordinator
Janie Hoffman, Quay County Assessor
Daniel Zamora, Quay County Emergency Management Coordinator
C. Renee Hayoz, Presbyterian Medical Services Administrator
Cheryl Simpson, Quay County Manager's Office
C.J. Wiegel, Cynthia Kirksey, Carlos Romero, Phil Bidegain, Scott Bidegain;
residents attending the ICIP Public Hearing
Ron Warnick, Quay County Sun

Chairman McCasland called the meeting to order. Carlos Romero led the Pledge of Allegiance.

A MOTION was made by Mike Cherry, SECONDED by Franklin McCasland to approve the minutes from the July 22, 2019 regular session as presented. MOTION carried with Cherry voting "aye" and McCasland voting "aye".

A MOTION was made by Mike Cherry, SECONDED by Franklin McCasland to approve the Agenda as presented. MOTION carried with Cherry voting "aye" and McCasland voting "aye".

Chairman McCasland called the Public Hearing to order for discussion regarding the Quay County ICIP. Time noted 9:03 a.m.

Cheryl Simpson, Quay County Finance Director stated there is one change from the draft distributed earlier. Simpson explained that Senator Woods has informed Quay County that road projects will be highly favorable during this next session. Simpson stated after receiving that information, the Quay County Road projects were moved to the top priority on the list.

Scott Bidegain, representing a group of citizens, spoke in favor of Quay Road 63 renovations remaining as the top priority on the Plan.

Simpson stated approval of the ICIP will be on the next meeting agenda and encouraged those in attendance to remain vigilant in identifying projects.

Public Hearing was closed by Chairman McCasland. Time noted 9:07 a.m.

Public Comments: None

NEW BUSINESS:

Renee Hayoz, Presbyterian Medical Services Administrator presented the monthly RPHCA for the month of July. A copy is attached to these minutes.

Ellen White, Quay County Clerk, presented the documentation for approval of Air Park at Ute Lake Final Plat and Disclosure Statements. A MOTION was made by Mike Cherry, SECONDED by Franklin McCasland to approve the Final Plat. MOTION carried with Cherry voting "aye" and McCasland voting "aye". White stated the documents will be filed for record in the Clerk's Office when the fees associated with recording are received.

Lucas Bugg, Quay County Fire Marshall, requested approval of the Agreement between Quay County and Midwest Fire for purchase of a Pumper for Conservancy District #2. The total amount of the purchase is \$273,351.00. Bugg stated the Department will apply for an NMFA loan to secure the purchase and that paperwork should be forthcoming. A MOTION was made by Mike Cherry, SECONDED by Franklin McCasland to approve the Agreement. MOTION carried with Cherry voting "aye" and McCasland voting "aye". A copy is attached.

Daniel Zamora, Quay County Emergency Management Coordinator requested approval of the EMPG Grant Agreement. The amount of the Grant will total \$14,889.00 and be used for salary and benefits of the Emergency Management Coordinator. A MOTION was made by Mike Cherry, SECONDED by Franklin McCasland to approve the Grant Agreement. MOTION carried with Cherry voting "aye" and McCasland voting "aye". A copy of said Grant Agreement is attached to these minutes.

Larry Moore, Quay County Road Superintendent presented the following Road Report:

1. Crews are continuing to work on the School Bus project in the San Jon area with 2.5 miles of hauling complete. The remainder of the project will have hauling completed this week with the completion estimated in two weeks.
2. Crews are working installing cattle guards and removing trees in the Nara Visa area.
3. No blade reports are available as conditions are too dry for the blades to run.
4. The department completed the dirt work for the new addition at Fire Conservancy District 1 on Camino Del Coronado.
5. The State Transportation Commission will be having their meeting in Ruidoso on Thursday, August 15. Moore and Primrose will attend. Moore stated the awards of funds, that Quay County submitted application for to reconstruct the bridges on old Route 66, should be awarded at this meeting. As well, the call for projects for the upcoming year will be heard.

Chairman McCasland said Commissioner Dowell asked him to follow up on a request from LaDonna Sorrels regarding trees blocking the view along a school bus route in Nara Visa. Moore stated trees are being removed throughout Nara Visa as he mentioned in his report.

Quay County Finance Director, Cheryl Simpson, requested approval of the following:

1. NM Department of Health Memorandum of Agreement between Quay County and the New Mexico Department of Health. Funding from this Agreement is used for RPHCA money and totaled \$111,920.00. Simpson reported this was an increase from last year.

A MOTION was made by Mike Cherry, SECONDED by Franklin McCasland to approve the Agreement. MOTION carried with Cherry voting "aye" and McCasland voting "aye". A copy is attached.

Simpson presented the following correspondence:

1. The County received a thank you letter from Tucumcari Main Street for the continued financial support of the Fired-Up Event.

A MOTION was made by Mike Cherry SECONDED by Franklin McCasland to approve the expenditures included in the Accounts Payable Report ending August 8, 2019. MOTION carried Cherry voting "aye" and McCasland voting aye".

Other Quay County Business That May Arise during the Commission Meeting and/or comments from the Commissioners: NONE

There being no further business, a MOTION was made by Mike Cherry SECONDED by Franklin McCasland to adjourn. MOTION carried with McCasland voting "aye" and Cherry voting "aye". Time noted 9:17 a.m.

Respectfully submitted by Ellen White, County Clerk.

BOARD OF QUAY COUNTY COMMISSIONERS


Franklin McCasland

Sue Dowell


Mike Cherry

ATTEST:


Ellen L. White, County Clerk



Clinic/Program Name: Quay County Family Health Center
Month Reported: July 2019

Monthly RPHCA Narrative Report

Please provide brief but detailed information for the following questions. Answer all questions or mark N/A.

- 1. Please describe any changes in the types of services provided during the month reported. Describe any discussions about adding new services**

No changes in services. Meeting on 07/11 with Dr. Gary Balzano, DDS and Dr. Hanson about providing/adding dental services to the area.

- 2. Please describe any difficulties encountered in providing services during the month reported. What were the causes of the difficulties?**

Summer months = to lower encounter numbers. Numbers did increase for July from previous months.

- 3. Were there any changes in the encounters (+ or - 10%) from the previous month reported? Please explain any causes for the changes.**

Encounters are below the monthly goal; however they have increased significantly over the past 2 months.

- 4. Please describe any changes in the staffing pattern (regardless of the position or the change in FTE).**

None.

- 5. Please describe recruitment efforts for any positions. Which positions? What actions have been taken?**

A TOC CAR position is still vacant. Posting on PMS website and local FB hiring page.

- 6. Were there any changes to the hours? Explain.**

No changes were made. Hours continue to be 7:00 AM – 5:30 PM, Monday through Friday.

- 7. What efforts did you make to collaborate with local and statewide entities?**

- Quay Co Health Council Meeting
- Executive Committee of the Quay Co Health Council Meetings
- Quay Co Commissioner Meeting

8. **Please describe any methods for increasing clinic utilization that your program and staff are engaging in.**

Site continues to provide care at the Quay County Detention Center.

9. **Please describe the outreach activities your program and staff provided to the community during the month reported.**

Senior Center visits were ongoing through the month of July.

10. **Have you received any new funding? Are you aware of any new funding opportunities? Please describe any new initiatives or projects that have been implemented.**

Approved for RHPCA FY20 funding.

Please note the date of the last advisory board meeting AND THE AGENDA ITEMS DISCUSSED.

Meeting was held on **June 18, 2019**

Welcome and Introductions

Regional Goals

- Dental Access
- Community Outreach

Clinic Update

- RPHCA Award
- Marketing/Community Outreach
- -Security
- Employee Awards
- PMS 50 Years of Purpose
- Discussion with Dr. Tom Doncaster
- Provider precepting for UNM and Grand Canyon University

Home Visiting Update

- Enrolled Clients
- Donations
- Outreach Events

RPHCA Program
Monthly Level of Operations Form

revised 7/7/15

Organization Name: Presbyterian Medical Services		Contract #	
Reporting Site: Quay County Family Health Center		Report Month/Year: 07/01/19	
Action Plan Item		Actual Monthly Level	
Level of Operations	Total Number of Primary Care Encounters		369
	By Provider Type:		
	Physician Encounters		2
	Midlevel Practitioner Encounters		367
	Dentist Encounters		
	Dental Hygienist Encounters		
	Behavioral Health Encounters		
	All Other Licensed/Certified Provider Encounters		
	By Payment Source:		
	Sliding Fee Encounters - Medical/Behavioral Health		37
	Sliding Fee Encounters - Dental		
	Medicaid Encounters - Medical/Behavioral Health		96
	Medicaid Encounters - Dental		
	County Indigent Encounters		
	Other 3 rd Party Encounters		132
	Medicare Encounters		100
	100% Self Pay (non-discounted/non-3 rd party) Encounters		4
Unduplicated Number of Users	Total # of unduplicated users		277
	At or Below Poverty		173
	Between Poverty and 200% of Poverty		92
	Above 200% of Poverty		12
Staffing Level	Administrative Staff	3	
		Clinical FTEs	Admin FTEs
	Physicians	0.05	
	Certified Nurse Practitioners	2	
	Physician Assistants		
	Certified Nurse Midwives		
	Dentists		
	Dental Hygienists		
	Behavioral Health Professionals		
	Community Health Workers		
	Clinical Support Staff	2.4	
	All Other Staff	0.5	
Prior Month's Primary Care Financial Information	Please enter the month being reported: June		
	Total Primary Care Revenues - all sources		54,176
	Sliding Fee Revenues - Medical		3,593
	Sliding Fee Revenues - Dental		0
	Medicaid Revenues - Medical		16,274
	Medicaid Revenues - Dental		0
	County Indigent Fund Revenues		0
	Other 3 rd Party Revenues		4,080
	Medicare Revenues		9,357
	100% Self Pay (non-discounted/non-3 rd party) Patient Revenues		189
	Contracts/Grants Revenues (including RPHCA)		20,683
	Total Primary Care Expenditures		74,087
	Total Primary Care Charges		60,067
	Sliding Fee Discounts - Medical		8,624
Sliding Fee Discounts - Dental		0	
Prepared by: C Renee Hayoz		8/9/2019	



901 Commerce Road • P.O. Box 524 www.MidwestFire.com Luverne, MN 56156 • 1.800.344.2059

PURCHASE CONTRACT

August 6, 2019

Quay County Dist. # 2
Quay County, NM

Dear Customer:

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by: Quay County, New Mexico ("Customer") and an officer of Midwest Fire Equipment & Repair Co. ("Midwest Fire") the following apparatus and equipment:

One (1) All Poly 3000 Gallon Tanker Pumper and 2020 Freightliner M2 106 Extended Cab Chassis

All of which are to be built in accordance with the specifications, clarifications and exceptions attached, and which are made part of this agreement and contract, to be completed same in: 120-140 business days after receipt of truck chassis by Midwest Fire, subject to all causes beyond our control.

Apparatus Proposal Price	\$	180,963
Chassis Proposal Price	\$	92,388
Apparatus & Chassis Proposal Price	\$	273,351
Options		
Section: HGAC Processing Fee	\$	2,000
Section: Midwest Fire Refund (HGAC Fee)	\$	(2,000)
Total Proposal Price:	\$	273,351.00

FIGHT FIRE WITH FIRE — MIDWEST FIRE

Customer shall be responsible for taking possession of the apparatus and/or equipment at the Midwest Fire location in Luverne, Minnesota, unless otherwise agreed to in a writing signed by Midwest Fire and Customer.

Terms:

Customer will be responsible for paying the proposal balance upon acceptance of the apparatus.

This contract shall be paired with a Purchase Order (PO) from the customer and processed through Houston-Galveston Area or Councils (HGAC) in Houston, TX.

The amounts in this proposal shall remain firm for a period of 30 days from date of same. Proceeding contract deadline date, all pricing and terms are subject to change upon review.

Change Orders:

Any change to the apparatus and/or equipment after the contract is signed will require a change order. After the freeze date has been communicated by Midwest Fire to the Customer, any change will be subject to a minimum change order fee of \$150 (processing, engineering changes, documentation), plus the change order cost. Any returned parts may be subject to a restocking fee, and depending on the lead time of items included on the change order, the completion date of the apparatus may change.

Binding Effect: This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and beneficiaries.

Governing Law: This contract shall be governed by the laws of the State of Minnesota.

Jurisdiction and Venue: Any claims, causes of action, disputes, legal proceedings, or litigation arising between the parties arising under or in connection with this contract or the formation thereof shall be brought solely in Rock County, Minnesota. Customer, by entering into this contract, hereby submits and consents to jurisdiction in the State of Minnesota.

Exclusion of Warranties: EXCEPT AS OTHERWISE PROVIDED TO CUSTOMER IN WRITING, THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THIS CONTRACT, AND CUSTOMER ACCEPTS APPARATUS AND/OR EQUIPMENT "AS IS."

FIGHT FIRE WITH FIRE - MIDWEST FIRE

Respectfully submitted,

Sarah J. Atchison
President & CEO
Midwest Fire Equipment & Repair Company

We, the Customer, agree to accept the above proposal and hereby enter into the purchase contract with signature below:

Quay County

Customer/Business Name (please print)

PO Box 1246, Tucuman NM 88401

Business Address

Franklin McCasland

Printed Name

Franklin McCasland 8/12/19

Signature

Date

Chairman

Title



FIGHT FIRE WITH FIRE — MIDWEST FIRE

NOTICE

FINAL SPECIFICATIONS: Attached you will find the final & comprehensive specifications for your truck. Read them carefully. This document serves as formal notice that the attached specifications provide the entire scope of work & design for the truck that Midwest Fire Equipment & Repair Company (Midwest Fire) is manufacturing for you. Any & all equipment, features, accessories, mounts, graphics, etc. to be included with your truck is/are detailed in this final specification document.

CHANGE ORDERS: The attached specifications are final & comprehensive. The project design for this truck is officially frozen (Design Freeze) as of this date. **Any future changes must be mutually agreed upon through an official written Midwest Fire Change Order, executed (signed) by both Midwest Fire & the purchaser. Further, the purchaser understands that any future design changes may impact both project cost and timeline.** Purchaser will hold Midwest Fire harmless from any potential liability incurred as a result of project delays resulting from any Change Orders.

IF THE
EQUIPMENT/ITEM/FEATURE IS
NOT DETAILED IN THE

FINAL PAYMENT, TRANSFER OF OWNERSHIP & TRAINING: The Purchase Contract states clearly that:

- 1) *at the conclusion of your project & prior to taking possession, you will pay the balance remaining on the purchase price of your truck, in full.*
- 2) *you will take physical possession of the truck & receive any & all training on the operation of your truck at the Midwest Fire facility in Luverne, Minnesota.*

I hereby acknowledge that I have received & fully understand the above information.


Purchaser

8-12-19
Date


FIGHT FIRE WITH FIRE—MIDWEST FIRE



State of New Mexico
DEPARTMENT OF HOMELAND SECURITY &
EMERGENCY MANAGEMENT

P.O. Box 27111
Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT
2019 Emergency Management Performance Grant (EMPG)
2019 Federal Grant No.: **EMT-2019-EP-00006-S01** CFDA No.: **97.042**

1. SUB-GRANT NO.		2. SUB-RECIPIENT NAME		3. FIDUCIARY NAME	
EMT-2019-EP-00006-S01		Quay County		Quay County	
4. STATE DFA VENDOR NUMBER	5. EIN NUMBER		6. DUNS NUMBER		7. CAGE CODE
54395	85-6000238		051336105		5RFT1
8. SUB- RECIPIENT PHYSICAL ADDRESS			9. SUB-RECIPIENT REMIT ADDRESS		
P.O. Box 1246 Tucumcari, NM 88401			PO Box 1246 Tucumcari, NM 88401		
10. DHSEM CONTACT NAME:		11. CONTACT DESK PHONE:		505-476-0627	
Merrill Miller		CONTACT EMAIL ADDRESS:		DHSEM.Grants@state.nm.us	
12a. PERFORMANCE PERIOD START DATE		July 1, 2019		12b. PERFORMANCE PERIOD END DATE	
				June 30, 2020	
13. TOTAL AWARD AMOUNT:			\$29,778.00		
13a. EMPG FEDERAL AWARD COST MATCH			13b. EMPG TOTAL SUB-RECIPIENT AWARD COST MATCH		
\$14,889.00			\$14,889.00		
14a. NAME OF PROJECT AWARD				14b. AMOUNT AWARDED	
1	Salary & Benefits			\$	\$14,889.00
2				\$	
3				\$	
4				\$	
TOTAL AMOUNT OF PROJECTS				\$	\$14,889.00

RECITALS, GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS

RECITALS

WHEREAS, the New Mexico Department of Homeland Security and Emergency Management (DHSEM) has been designated by the United States Department of Homeland Security (DHS) to serve as grantee, and is thereby authorized to issue this agreement to the applicant, sub-recipient, and sub-grantee, **Quay County**.

WHEREAS, funding has been obligated from the United States Department of Homeland Security (DHS) pursuant to a request by the applicant, sub-recipient, and sub-grantee, **Quay County**.

NOW, THEREFORE it is mutually understood and agreed between the grantee, DHSEM, and sub-grantee, **Quay County** as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The following additional contract documents are fully incorporated into this agreement and thereby constitute additional terms and conditions of this agreement:

This Agreement:

- 1) Attachment I Required Reimbursement Checklist
- 2) 2019 Emergency Management Performance Grant Application
- 3) 2019 Emergency Management Performance Grant Guidelines
- 4) 2019 Emergency Management Performance Grant Work Plan
- 5) 2019 DHSEM Emergency Management Performance Grant NOFO

ARTICLE 2: SCOPE OF WORK

As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C Sections 5121 et. seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. Section 762), **Quay County** shall use EMPG funds to assist in preparing for all-hazards. Specifically, these funds shall be utilized by **Quay County** to pay salary and benefits for the designated and approved staff previously identified in the EMPG grant application, and approved by the DHSEM Secretary. **Quay County** shall match the Federal Award \$**14,889.00**, with a local jurisdictional amount of \$**14,889.00**, for a total project cost of \$**29,778.00**. All work performed pursuant to this agreement must comply with the approved EMPG work plan. All work must be completed within the performance period, between **July 1, 2019** and **June 30, 2020**. **Quay County** shall not sub-grant any part of this award to any other entity or organization. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds, without recourse by **Quay County**.

ARTICLE 3: PROJECT IMPLEMENTATION

Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the sub-grantee must submit a written statement to DHSEM, signed by the sub-recipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of DHSEM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects.

ARTICLE 4: REPORTING REQUIREMENTS

The sub recipient, **Quay County** shall submit timely quarterly Financial Progress Reports and a quarterly Performance Progress Report to the DHSEM Grant Specialist. Use of outdated forms will not be accepted. All Quarterly reports are due: October 30, January 30, April 30, and July 30 within the period of performance beginning after the conclusion of the first quarter of the sub-grant. Requests for payment will be processed if both quarterly reports are received timely. Final reports are due 45 days after the end of Period of Performance. The Final Narrative Report will suffice as the Final Performance Progress Report.

The applicant must immediately report in writing to the DHSEM Grant Specialist any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This requirement extends further to an obligation by the sub-recipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

ARTICLE 5: REIMBURSEMENTS

Submission of a request for reimbursement must be accompanied by both the Quarterly Financial Progress and Performance Progress reports. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and the submission of timely Financial and Performance Progress Reports. Payments may be withheld by DHSEM pending correction of deficiencies. Reimbursement of expenditures shall be requested at least quarterly for expenditures within the performance period. Expenditures must be supported with source documentation (e.g. copies of proof of payment, invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). Grant staff will not process reimbursement if quarterly performance and fiscal reports are not timely submitted.

CONTRACTS: All sole-source procurements, single vendor response to a competitive bid, and contracts require DHSEM pre-approval prior to implementation. Requests for reimbursement for contractual services must be accompanied by the relevant contract.

LOCAL MATCH: Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.

EQUIPMENT: Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL). Screenshots of the AEL number and description are required to be submitted along with the Request for Approval.

TRAVEL: All reimbursable travel must be pre-approved by DHSEM 30 days prior to travel date.

PER DIEM: Reimbursements for local jurisdictions cannot exceed the rates of the New Mexico Mileage and Per Diem Act.

TRAINING: Requires DHSEM pre-approval 30 days prior to registering or participating in training opportunities.

EXERCISE: Requires submission of an After-Action Report/Improvement Plan within 60 days after conduct of exercise.

FOOD AND BEVERAGES: Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:

- The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
 - The cost of the food and/or beverages provided is considered to be reasonable;
 - The food and/or beverages provided are subject of a work-related event and work continues after meals are served;
 - Participation by all participants is mandatory; and
 - The food and/or beverages provided are not related directly to amusement and/or social event. (Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).

NON-REIMBURSABLE EXPENSES:

- Training and related travel costs not pre-approved by DHSEM.
- Construction and renovation.
- Indirect costs
- Supplanting (using federal funds to purchase items previously budgeted for with state or local funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Weapons and ammunition.
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls.
- Travel insurance, visa, and passport charges.
- Lodging costs in excess of State per diem, as appropriate.
- Food reimbursement when travel does not exceed 24 hours.
- Alcoholic beverages.
- Late fees or interest charges.
- Lobbying, political contributions, legislative liaison activities.

- Organized fund-raising, including salaries of persons while engaged in these activities.
- Land acquisition.
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.
- Non-Personnel expenses not pre-approved by DHSEM via Request for Approval.

ARTICLE 6: PERFORMANCE MEASURES

Quarterly Progress Reports shall demonstrate performance and progress relative to acceptable performance on applicable critical tasks in Exercises using approved scenarios:

1. Progress in achieving project timelines and milestones.
2. Percent measurable progress toward completion of project.
3. How funds have been expended during reporting period, and explaining expenditures related to the project.

ARTICLE 7: SUB-RECIPIENT MONITORING POLICY

Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHSEM reserves the right to periodically monitor, review, and conduct analysis of financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc.. Monitoring may include desk and field audits. Technical assistance is available from DHSEM staff.

ARTICLE 8: PROCUREMENT

When procuring property and services under this agreement, the sub-recipient will follow 2 CFR 200.318 through 2 CFR 200.326. The sub-recipient must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 CFR 200.320. The sub-recipient may request that its procurement system be reviewed by FEMA or DHSEM to determine whether its system meets standards in order for its system to be compliant

Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. **Each sole-source procurement single vendor response to a competitive bid and all purchases require prior approval of DHSEM.**

ARTICLE 9: CONTRACTS

Any contract entered into during this grant period shall comply with local, State and Federal government contracting regulations. Contracts for professional and consultant services must include local, State and Federal government required contract language, a project budget, and require pre-approval by DHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants.

ARTICLE 10: AUDIT REQUIREMENTS

As the Federal grant recipient, the State of New Mexico requires a sub-recipient expending \$750,000 or more in Federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with 2 CFR 500 Subpart F. **Quay County** will permit the State of New Mexico Grant and Program officials and auditors to have access to the sub-recipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with 2 CFR 500 Subpart F. Copies of audit findings must be submitted to DHSEM within 30 days after **Quay County** receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier, in accordance with 2 AAC 45.010. Include the Federal agency name, program, grant number, and year; the CFDA title and number; and the name of the pass-through agency.

ARTICLE 11: PROPERTY AND EQUIPMENT MANGEMENT

The sub-recipient will follow the property standards articulated in 2 CFR 200.310 through 2 CFR 200.326. The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to DHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

ARTICLE 12: NEPA/EHP COMPLIANCE

The sub-recipient must provide information to DHSEM to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The recipient must comply with all Federal, State and Local EHP requirements and obtain applicable permits and clearances.

Recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older, and exercises. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form will not need to be provided for those exercises that are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

ARTICLE 13: PUBLICATIONS

Publications created with funding under this grant shall prominently contain the following statement: This Document was prepared under a sub-grant from the U.S. Department of Homeland Security, and the New Mexico Department of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security or the State of New Mexico.

ARTICLE 14: RECORDKEEPING

The sub-recipient will follow the record retention and access standards articulated in 2 CFR 200.333 through 2 CFR 200.337. The grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

ARTICLE 15: CHANGES TO AWARD

All change requests must be submitted either in writing or electronically to the designated DHSEM Sub-Grant Specialist for review and possible approval. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time the request. If approved by DHSEM, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions, will result in an amendment to this award.

ARTICLE 16: OTHER GENERAL PROVISIONS

- A. The performance period for this grant award is **July 1, 2019** through **June 30, 2020**. Further, all personnel related grant activity must be completed between **July 1, 2019** and **June 30, 2020**. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. **All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the Final Progress and Financial Reports are due.**
- B. The 2019 SAFECOM *Guidance*, in coordination with stakeholders and Federal partners, and the 2014 National Emergency Communications Plan, targets funding priorities to address:
- Priority 1: Governance and Leadership
 - Priority 2: Statewide Planning and Procedures for Emergency Communications
 - Priority 3: Emergency Communications Training and Exercises
 - Priority 4: Activities that Enhance Operational Coordination
 - Priority 5: Standards-Based Technology and Equipment

- C. Deployable / Shareable Assets - All assets supported in part or entirely with EMPG funding must be readily deployable to support emergency or disaster operations per existing Intrastate Mutual Aid System, (IMAS) and/or Emergency Management Assistance Compact (EMAC) and other mutual aid agreements.
- D. All assets supported in part or entirely with FY2019 EMPG funding that may not be physically deployable but support national response capabilities, such as interoperable communications systems and equipment, is considered shareable assets. Access to and use of these assets must be made readily available upon the request of the New Mexico Department of Homeland Security and Emergency Management.
- E. The sub-recipient shall comply with the requirements and restrictions of the DHS Federal NOFO and the FY2019 State Emergency Performance Grant Program Guidance, State Guidelines. By signing this obligating award document, the sub-recipient certifies it has read, understood and accepted these documents as binding.
- F. The signatures of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The sub-recipient shall follow the financial management requirements imposed on them by DHSEM, which includes the requirements of U.S. Department of Homeland Security.
- G. The signature of the signatory officials on this award attests to **Quay County** understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant State or local funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.
- H. **Quay County** shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.
- I. **Quay County** shall comply with Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991. **Quay County** will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13347 Individuals with Disabilities in Emergency Preparedness requires government to support safety and security for individuals with disabilities in situations

involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

J. **Quay County** certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) (for USDHS/DOJ grants). An EEOP is not required for recipients of less than \$25,000.00 or fewer than 50 employees.

K. **Quay County** certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

L. It is the responsibility of **Quay County** as the recipient of these federal funds to fully understand and comply with the requirements of:

- Assurances, Administrative Requirements, Cost Principles, and Audit Requirements, OMB Standard Form 4248 Assurances -Non-Construction Programs, OMB Standard Form 4240 Assurances - Construction Programs, 2 C.F.R. Part 200, 2 C.F.R. Part 3002
- Whistleblower Protection Act
 - 10 U.S.C Section 2409
 - 41 U.S.C. 4712
 - 10 U.S.C. Section 2324
 - 41 U. S. C. Sections 4304
 - 41 U. S. C. Sections 4310
- Use of DHS Seal, Logo and Flags - All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags.
- USA Patriot Act of 2001, 18 U.S.C. Sections 175 175c
- Universal Identifier and System of Award Management (SAM), 2 C.F.R. Part 25, Appendix A
- Reporting of Matters Related to Recipient Integrity and Performance, 2 C.F.R. Part 200
- Rehabilitation Act of 1973, 29 U.S.C. Section 794
- Trafficking Victims Protection Act of 2000, Section 106(g) 22 U.S.C. section 7104, 2 CFR Section 1 75.15
- Terrorist Financing
- SAFECOM
- Reporting Sub-Awards and Executive Compensation
- Procurement of Recovered Materials, Solid Waste Disposal Act, Resource Conservation Recovery Act
- Environmental Protection Agency (EPA) 40 C. F.R. Part 247
- Patents and Intellectual Property Rights
 - Bayh-Dole Act. Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq. , 37 C.F.R. Part 401 , 37 C.F.R. Section 401.14
- DHS/FEMA EMPG Notice of Funding Opportunity Requirements - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of

Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.

- Non-supplanting Requirement - All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.
- Lobbying Prohibitions, 31 U.S.C. Section 1352
- Limited English Proficiency (Civil Rights Act of 1964, Title VI), <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited>
- Hotel and Motel Fire Safety Act of 1990
- Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. Section 2225
- Fly America Act of 1974, 49 U.S.C. Section 41102, 49 U.S.C. Section 40118
- Comptroller General Decision B-138942
- Best Practices for Collection and Use of Personally Identifiable Information (PII) - DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.
- Americans with Disabilities Act of 1990, 42 U. S. C. Sections 12101, 12213
- Age Discrimination Act of 1975, Title 42 U.S. Code section 6101 et
- Activities Conducted Abroad - All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- Acknowledgment of Federal Funding from DHS - All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- Federal Leadership on Reducing Text Messaging while Driving
- Federal Debt Status
- False Claims Act and Program Fraud Civil Remedies, 31 U. S. C. Section 3729, 31 U. S.C. Section 3801-3812
- Energy Policy and Conservation Act, 42 U.S.C. Section 6201
- Education Amendments of 1972 (Equal Opportunity in Education Act), 20 U.S.C. section 1681 et seq, 6 C.F.R. Part 17 and 44 C.F.R. Part 19
- Duplication of Benefits, 2 C.F. R. Part 200, Subpart E
- Drug-Free Workplace Regulations, 41 U.S. C. section 701 et seq, 2 C.F.R Part 3001

- Debarment and Suspension, Executive Orders, 12549 and 12689, and 2 C.F.R. Part 180
- Copyright, 17 U.S.C. sections 401 or 402
- Civil Rights Act of 1968, Title VIII of the Civil Rights Act of 1968, 42 U.S.C. section 3601 et seq, 24 C.F.R. Part 100, 24 C.F.R Section 100.201
- Civil Rights Act of 1964 - Title VI, 42 U.S.C. Section 2000d et seq, 6 C.F.R. Part 21, 44 C.F.R. Part 7
- DHS Specific Acknowledgements and Assurances
 - All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
 - Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
 - Recipients must give DHS access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
 - Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hg.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
 - In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.
 - The United States has the right to seek judicial enforcement of these obligations.

- Disposition of Equipment Acquired Under the Federal Award, 2 C.F.R. Section 200.313
- National Environmental Policy Act, National Environmental Policy Act (NEPA), Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA
- Nondiscrimination in Matters Pertaining to Faith-based Organizations, 6 C. F. R. Part 19

ARTICLE 17: PENALTY FOR NON COMPLIANCE

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within 5 days of receipt of notification.

- a) Unwillingness or inability to attain project goals
- b) Unwillingness or inability to adhere to Special Conditions listed in Article 19
- c) Failure or inability to adhere to grant guidelines and federal compliance requirements
- d) Improper procedures regarding contracts and procurements
- e) Inability to submit reliable and/or timely reports
- f) Management systems which do not meet federal required management standards
- g) Failure or inability to adhere to the terms and conditions of this agreement

ARTICLE 18: TERMINATION

For Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHSEM will provide notice of five (5) days to the sub-recipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHSEM will reimburse the sub-recipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHSEM until completion of a final DHSEM review. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

For Convenience: This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security (USDHS) and the DHSEM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

ARTICLE 19: SPECIAL CONDITIONS

*Grant funds cannot be expended until these conditions have been met.

1. EMPG Notice of Funding Opportunity Requirements - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
2. The grant award amount is a funding allocation, and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from DHSEM's Local Preparedness Program, Training and Exercise Program, and Administrative Service Bureau (ASB) is required for all purchases regardless of any application review.
3. All awarded projects must be planned for, conducted, budgeted and expended within the designated performance period. Furthermore, at least 25% of the grant award must be expended in the first quarter for each project; some exceptions and/or extenuating circumstances may apply.
4. All sub-recipients must complete a National Incident Management System (NIMS) Assessment on or before September 30 of each year. All funded beneficiaries, to include but not limited to, first response agencies and special teams must also complete a NIMS Assessment. Continuing working on NIMS implementation objectives throughout the performance period of the grant and thereafter.
5. All sub-recipients must complete and/or revise their Threat Hazard Identification Risk Assessment (THIRA) every May 30 every 2 years.
6. All sub-recipients must complete and/or revise their local and/or regional Tactical Interoperable Communication Plan (TICP) every year.
7. All sub-recipients must have a fully promulgated All Hazards Emergency Operations Plan (EOP).
8. All Whole Community Preparedness sub-recipients must have a coordinating body to serve as their Citizen Corps Whole Community Council, with membership that includes, but is not limited to: representatives from emergency management, homeland security, law enforcement, fire service, EMS, public health, hospitals, HCCs, or their designee, elected officials, the private sector especially privately owned critical infrastructure, private nonprofits, nongovernmental organizations including faith-based, community-based, and voluntary organizations and advocacy groups.
9. All EMPG funded personnel shall participate in exercises as a controller, evaluator, facilitator, player, or planning team member within the 12 month performance period of this award; performance progress for each funded position will be measured on each quarterly report. All AAR/IP and/or AAR/IP input forms must be sent to the DHSEM Exercise Officer no later than 60 days after the exercise.
10. All EMPG performance activities will be monitored by the Local Preparedness Program on a quarterly basis or as needed to ensure sub-recipients are conducting progressive activities to ensure project completion within the specified performance period.

11. Quarterly financial and progress reports are due on April 30, July 30, October 30, January 30 within the Period of Performance. Final reports are due 45 days after the end of Period of Performance.
12. All equipment must be purchased and deployed in accordance set forth in the FY 2019 EMPG NOFO. All assets supported in part or entirely with FY 2019 EMPG funding must be readily deployable to support emergency or disaster operations per existing EMAC agreements.
13. A DHSEM Approved Request for Approval is required prior to any non-personnel purchases/expenditures.
14. All requests must be reviewed and approved by the Local Preparedness Program. All requests must meet the original scope of the project. All approved revisions shall result in a sub-grant amendment.
15. If a revision of the project(s) scope of work is requested, it must be pre-approved by the Local Preparedness Program before the jurisdiction can proceed with the Request for Approval (RFA) process. If the revision is approved, the Local Preparedness Program may request additional documentation to proceed with recommendation to DHSEM Leadership for final approval.
16. The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period.
17. All expenditures that are incurred above and beyond the amount of this sub-grant agreement are the sole responsibility of the sub-recipient of this award.
18. The FEMA approved National Environmental Protection Agency-Environmental Historic Preservation (NEPA/EHP) screening form must be submitted prior to any ground disturbance, modification to buildings, etc.
19. Procurement from Minority Owned and Women Owned Business is encouraged, and must be tracked and reported to DHSEM on the quarterly reports.
20. Annual external audit reports must be submitted to DHSEM within 30 days of receipt by sub-recipients.
21. All Contracts for goods and services, to include the project scope of work, must be reviewed and approved the Local Preparedness Program and Administrative Services Bureau before execution, to include signing of contract between parties.
22. Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted back to DHSEM.
23. Extensions based on exigent or emergency circumstances will be made on case-by-case basis, with the final determination resting with DHSEM. Applicants who experience technical issues must notify the Local Preparedness Coordinator assigned to their area.


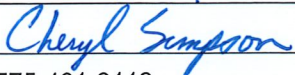
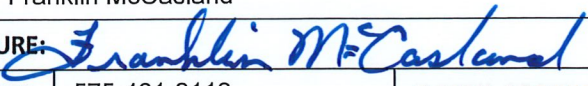


State of New Mexico
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY
MANAGEMENT
P.O. Box 27111
Santa Fe, NM 87502

The acceptance of a sub-grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the sub-grantee **Quay County** to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

SUB-RECIPIENT GRANT AGREEMENT

Signature of Acceptance

SUB RECIPIENT SIGNATURES			
SIGNATURE OF EMERGENCY MANAGEMENT PROGRAM MANAGER			
PRINTED NAME: Daniel Zamora			
OFFICIAL SIGNATURE: 		DATE: 08/12/2019	
CONTACT NUMBER:	575-461-8535	E-MAIL ADDRESS:	daniel.zamora@quaycounty-nm.gov
SIGNATURE OF JURISDICTION CHIEF FINANCIAL OFFICER			
PRINTED NAME: Cheryl Simpson			
OFFICIAL SIGNATURE: 		Date: 08/12/2019	
CONTACT NUMBER:	575-461-2112	E-MAIL ADDRESS:	cheryl.simpson@quaycounty-nm.gov
SIGNATURE OF JURISDICTION SIGNATORY OFFICIAL			
PRINTED NAME: Franklin McCasland			
OFFICIAL SIGNATURE: 		DATE: 08/12/2019	
CONTACT NUMBER:	575-461-2112	E-MAIL ADDRESS:	fmccasland79@yahoo.com
NM DHSEM SIGNATURES			
SIGNATURE OF DHSEM GRANTS MANAGER		DATE	
OFFICIAL SIGNATURE:			
Print Name: Juanita Abeyta			
SIGNATURE OF DHSEM CABINET SECRETARY		DATE	
OFFICIAL SIGNATURE:			
Print Name: Jackie Lindsey			

***Please print two (2) originals, sign both and mail to: Grants Management Unit, P.O. Box 27111, Santa Fe, NM 87502**

ATTACHMENT I

Required Reimbursement Checklist

Please Note: DHSEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations. Please only check the categories that apply to the reimbursement you are currently requesting.

EQUIPMENT

- ☐ Have all invoices been included?
- ☐ Has AEL # been identified for each purchase?
- ☐ If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ Has proof of payment been included? (e.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)
- ☐ If EHP form needed – has copy of it and approval from DHS/FEMA been included?

CONSULTANTS/CONTRACTORS

- ☐ Does the amount billed by consultant add up correctly?
- ☐ Has all appropriate documentation to denote hours worked been properly signed?
- ☐ Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and sign-up sheet with meeting date must be included).
- ☐ Has the invoice from consultant/contractor been included?
- ☐ Has proof of payment been included? (e.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

SALARY POSITIONS (Note: this applies to positions billed under M&A)

- ☐ Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)?
- ☐ Has a time period summary sheet been included for total claimed amount?
- ☐ Has a general ledger payroll report been included for total claimed amount? Ensure this report includes both employee and employer payroll information (i.e. benefits/contributions).
- ☐ Does the back-up documentation include a copy of the check stub per employee for the time period covered?
- ☐ Does the back-up documentation provided match the time period for which reimbursement is being requested?

TRAINING

- ☐ Is the course DHS/FEMA approved? Is there a course or catalog number? If not, has DHSEM approved the non-DHS training request form? Is supporting documentation included your reimbursement request?
- ☐ Have sign-in sheets, rosters and agenda been provided?

- ☐ If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (e.g. system generated ledger, canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

MATCHING FUNDS

- ☐ Contributions are from Non Federal funding sources.
- ☐ Contributions are from cash or in-kind contributions which may include training investments.
- ☐ Contributions are not from salary, overtime or other operational costs unrelated to training.

###

MEMORANDUM OF AGREEMENT

Between

New Mexico Department of Health

And

Quay County Government

This Agreement entered into between New Mexico Department of Health (DOH) and **Quay County Government**, the entity providing services (Entity).

IT IS AGREED BETWEEN THE PARTIES**1. PURPOSE**

The purpose of this agreement is to provide primary health care services in underserved areas of New Mexico.

2. SCOPE OF WORK

The Entity shall perform the following work:

A. Ensure the provision of primary care services in underserved areas of the state by providing the following:

1. Annual Projected Level of Operations forms
2. Contract Action Plan, which must include:
 - a. Estimated level of services
 - b. Staffing
 - c. Hours of operation, including after-hours coverage and emergency care
 - d. Prenatal care services
 - e. Family planning services
 - f. Dental services
 - g. Behavioral health services
 - h. Ancillary services
 - i. Specialty clinics
 - j. Referral relationships with EMS (emergency medical services), hospital, dental, behavioral health, and other services
 - k. Integration methods for improving coordination of care across settings
 - l. Collaboration with public and private providers, school-based health centers, and tribal programs to maximize delivery of primary care health care services
 - m. Recruitment and retention plan for healthcare providers, including:
 1. Total dollar amount of RPHCA funding used towards healthcare provider salaries and benefits.
 2. Total dollar amount of RPHCA funding used towards healthcare provider recruitment (*This amount reflects recruitment efforts/methods, such as how much is used for advertisement of positions, recruitment agencies, etc. If using New Mexico Health Resources to recruit and/or post job listings, please indicate).*
 3. Rate of retention of healthcare providers at the clinic (*On average, how many years are providers staying? If providers are leaving, are they leaving to another clinic within the community, to another New Mexico community, or leaving New Mexico?*)

- n. Governing Board and/or Local/Regional Advisory Board information
 - o. Evaluation methods
 - p. Other pertinent information
- 3. Submit a detailed Quality Improvement/Assurance (QI/QA) Plan for each clinic site ensuring that it includes:
 - a. Clinical services and management services.
 - b. Systematic collection and evaluation of patient records.
 - c. Periodic assessment of the appropriateness of the utilization of services and the quality of services provided.
- B. Submit data and reports through the Online RPHCA Reporting System by providing:
 - 1. Monthly Level of Operations Data for each clinic site for services provided in the previous month. Should the actual level of services fall below 90% of the projected level for a period exceeding 60 days the contract may be renegotiated including reviewing and adjusting the amount of payment.
 - 2. Summary Monthly Narrative Report on the status of the activities toward accomplishment of the scope of work, any significant issues and changes, and progress toward meeting the Annual Projected Level of Operation projections.
- C. Ensure policies and procedures states that no person will be denied services because of their inability to pay. These policies and procedures should address the provision of services to medically indigent persons below poverty not covered by third party payors and those between 100 percent and 200 percent of poverty guidelines without third party coverage. The facility must also:
 - 1. Post a notice in a conspicuous location in the patient waiting area that a sliding fee discount is available to eligible persons with income up to 200 percent of poverty and are not covered by third party payors, and
 - 2. Advertise in the community, local media and other areas that a sliding fee discount is available to eligible persons with income up to 200 percent of poverty and are not covered by third party payors.
- D. Assess all patients without third party coverage for Medicaid eligibility, and participate, as appropriate, in on-site Medicaid eligibility determination, presumptive eligibility and Early Periodic Screening, Diagnosis, and Treatment (EPSDT).
- E. Review Medicaid and Medicare reimbursements to assure maximization of generated revenues and, if appropriate, participate in reimbursement programs under the Rural Health Clinic Services Act or Federally Qualified Health Centers Certification.
- F. Maintain for inspection the appropriate and most current facility licensure from the AGENCY Health Facility Licensing & Certification Bureau by providing:
 - 1. Current Operator's License.
 - 2. Current New Mexico professional licenses or certifications, and Board certification if applicable, for all service providers whose salaries or contracts or contracts are supported in whole or part by RPHCA funds.

- G. Authorize the AGENCY access to all Health Resources and Services Administration (HRSA) documentation (if HRSA funded) regarding:
 - 1. Site visit reports and findings relating to the operation of the health centers.
 - 2. Scheduled visits by HRSA. Notify the AGENCY in advance of the HRSA visit.
- H. Participate in clinic site visit(s) conducted by the AGENCY.
- I. Participate and complete the New Mexico Health Resources, Inc. Annual Salary Surveys and Quarterly Vacancy Surveys regarding health care recruitment and retention.
- J. Work with the County and/or Tribal Community Health Improvement Council(s) to ensure coordination of its work with the Council's health improvement plan and activities.
- K. Ensure majority of governing Board shall be consumers of the primary health care services it provides and is generally representative of the target population it serves.
- L. Ensure diversity of programs and structure, and that programs offered meet the Federal cultural and linguistic access standards to better serve the target population.
- M. Display the AGENCY and RPHCA as a funding source by:
 - 1. Posting notice in a conspicuous location in the facility's patient waiting area stating the funding source.
 - 2. Posting on CONTRACTOR websites stating the funding source.

Reporting and Invoicing

- N. Submit for AGENCY approval the Annual Project Level of Operations forms, Contract Action Plan, and Quality Improvement/Assurance Plan by the third (3rd) working day in August in each fiscal year.
- O. Submit for AGENCY approval the Monthly Level of Operations and Summary Monthly Narrative Report by the second (2nd) Friday of each month in each fiscal year.
- P. Submit for AGENCY approval a monthly invoice for the previous completed month's services by the third (3rd) working day of each month in each fiscal year.

Performance Measures

CONTRACTOR shall substantially perform and report annually the following Performance Measures:

- Q. Program Performance Accountability: Expand health care access in rural and underserved areas. Report will address:
1. Total number of medical and dental encounters at community-based primary care centers.
 2. Number of medical and dental encounters that are Medicaid, Medicare, private insurance, self-pay.

R. Population Based Accountability: Improve health outcomes for the people of New Mexico.
Objective: To prevent or reduce diabetes complications through improved quality of clinical care and increased access to services to ensure healthier living (*DOH FY19 Strategic Plan*). Report will address:

1. Extent of HbA1c testing for patients with diabetes (*how much is done?*);
2. Percent of patients with HbA1c levels less than 9% (*how well it was done?*); and
3. Change measured against calendar 2017 baseline and subsequent data (*Is anyone better off?*).

S. Notify the AGENCY in writing within 30 days of receipt of official notification of:

1. Changes in funding to support the activities identified in this contract from the following types of sources: state, federal, private foundation grants or contracts. The AGENCY may reevaluate the need for financial assistance.
2. Changes to points of contact.

T. Performance will be monitored and evaluated by periodic on-site work reviews, review of narrative and data reports, and scheduled consultations with the AGENCY.

U. Failure to comply with above items A-T may result in payment delays and the AGENCY will reevaluate the need for financial assistance.

HCUA –QUAY COUNTY
BASIC PRIMARY CARE SUPPORT
BUDGET

Deliverables	FY20	Grand Total
Baseline Reports (4) - Annual Projected Level of Operations; Contract Action Plan; Quality Improvement/Assurance Plan; and Report on Extent of HbA1c testing for patients with diabetes for each reporting clinic site, received and approved by AGENCY by the third (3rd) working day in August, with an invoice not to exceed a total of \$13,700.00	\$13,700.00	\$13,700.00
Monthly Services - A monthly invoice equivalent to 1/12 draw, which represents adherence to the requirements outlined in the scope of work, received and approved by AGENCY by the third (3rd) working day of each month, in the amount of \$8,185.00 not to exceed a total of \$98,220.00.	\$98,220.00	\$98,220.00
TOTAL BUDGET	\$111,920.00	\$111,920.00

3. **ADMINISTERING AGENCY**
The administering agency is the DOH.

4. **COMPENSATION**
A. The total amount payable to the Entity under this Agreement, including gross receipts tax and expenses, shall not exceed \$111,920.00. This amount is a maximum and not a

guarantee that the work assigned to Entity under this Agreement to be performed shall equal the amount stated herein.

- B. The DOH shall pay to the Entity in full payment for services satisfactorily performed based upon deliverables, such compensation not to exceed \$111,920.00 (as set forth in Paragraph A) including gross receipts tax if applicable. Payment is subject to availability of funds as appropriated by the Legislature to the DOH and to any negotiations between the parties from year to year pursuant to Article 2, Scope of Work. All invoices MUST BE received by the DOH no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID. Invoices shall be submitted monthly. The Entity shall submit to the DOH at the close of each month a signed invoice reflecting the total allowable costs incurred during the preceding month. No invoices will be reimbursed unless submitted within thirty (30) days after the last day of the month in which services were performed.
- C. The Entity must submit a detailed statement accounting for all services performed and expenses incurred. If the DOH finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Entity that payment is requested, it shall provide the Entity a letter of exception explaining the defect or objection to the services, and outlining steps the Entity may take to provide remedial action. Upon certification by the DOH that the services have been received and accepted, payment shall be tendered to the Entity within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the DOH shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

5. PROPERTY

The parties understand and agree that property acquired under this Agreement shall be the property of the DOH.

6. CLIENT RECORDS AND CONFIDENTIALITY

- A. The Entity shall protect the confidentiality, privacy and security of all confidential information and records and shall not release any confidential information to any other third party without the express written authorization of the client when the record is a client record, or the DOH.
- B. The Entity shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the DOH.

7. FUNDS ACCOUNTABILITY

The Entity shall maintain detailed time and expenditure records, which indicate the date, time, nature, and cost of services rendered during the Agreement term and retain them for a period of three (3) years from the date of final payment under the Agreement. The records shall be subject to inspection by the DOH, the Department of Finance and Administration and the Office of the State Auditor. The DOH shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the DOH to recover excessive or illegal payments.

8. **LIABILITY**

As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or tangible property to the extent they result from negligence of its employees, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq., NMSA 1978, as amended.

9. **TERMINATION OF AGREEMENT**

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the DOH's sole liability upon such termination shall be to pay for acceptable work performed prior to the Entity's receipt of the notice of termination, if the DOH is the terminating party, or the Entity's sending of the notice of termination, if the Entity is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Entity shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Entity if the Entity becomes unable to perform the services contracted for, as determined by the DOH or if, during the term of this Agreement, the Entity or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to insufficient appropriation by the Legislature to the DOH. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE ENTITY'S DEFAULT/BREACH OF THIS AGREEMENT.*

10. **APPLICABLE LAW**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978 Section 38-3-1(G). By execution of this Agreement, the Entity acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement. The parties agree to abide by all state and federal laws and regulations.

11. **PERIOD OF AGREEMENT**

This Agreement shall be effective upon approval of both parties, whichever is later and shall terminate on **June 30, 2020** or as stated in **ARTICLE 9, Termination of Agreement**. Any and all amendments shall be made in writing and shall be agreed to and executed by the respective parties before becoming effective.

12. **FEDERAL GRANT OR OTHER FEDERALLY FUNDED AGREEMENTS.**

A. Lobbying. The Entity shall not use any funds provided under this Agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist Regulation Act, NMSA 1978, Sections 2-11-1, et. seq., and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Entity, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing

or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable Federal contract, grant, loan, or cooperative agreement, the Entity shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. Suspension and Debarment. For contracts which involve the expenditure of Federal funds, each party represents that neither it, nor any of its management or any other employees or independent Entities who will have any involvement in the services or products supplied under this Agreement, have been excluded from participation in any government healthcare program, debarred from or under any other Federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent Entities are not otherwise ineligible for participation in Federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent Entities. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.
- C. Political Activity. No funds hereunder shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- D. Grantor and Entity Information.
 - 1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:
 - i. CFDA Number – N/A
 - ii. Program Title – N/A
 - iii. AGENCY/OFFICE – N/A
 - iv. GRANT NUMBER – N/A
 - 2. ENTITY'S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is N/A
- E. Entity Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)[Federal Grant funded projects only].
 - 1. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Entity employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
 - 2. The Entity shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 - 3. The Entity shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.
- F. For contracts and subgrants which involve the expenditure of Federal funds for amounts in excess of \$150,000, requires the Entity to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- G. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For contracts which involve the expenditure of Federal funds, Entities that apply or bid for a contract exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer

or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- H. For contracts which involve the expenditure of Federal funds, Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

IN WITNESS WHEREOF the parties have executed this AGREEMENT at Santa Fe, New Mexico. The effective date is upon approval of both parties, whichever is later.

New Mexico Department of Health**Entity**

By: _____
Authorized Signature Designee

By: Franklin McCasland
Franklin McCasland, Chair

Date: _____

Date: 8/12/2019

Certified For Legal Sufficiency:

By: _____
Department of Health
Assistant General Counsel

By: Ellen White
Ellen White, Clerk

Date: _____

Date: 8/12/2019

